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UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

LARRY J. MOORE, et al.

3:09-cv-00167-BES-VPC

Plaintiffs,

v.

UNITED STATES OF AMERICA,

Defendant.

ORDER GRANTING MOTION FOR GOOD FAITH  
SETTLEMENT DETERMINATION AND DISMISSAL OF CLAIMS

Based on Motion made by Greater Nevada Builders and Steven F. Campoy, individually and dba Steven F. Campoy General Contractors, (collectively "GNB"), by and through their attorneys, Robison, Belaustegui, Sharp & Low, upon the papers and pleadings on file in this matter, and the hearing held thereon, the Court now enters its findings of facts, conclusions of law and judgment as follows:

1. This case arises from a breach of the Truckee Canal in Lyon County, Nevada on January 5, 2008.

2. Numerous Complaints for Damages and numerous claims were filed in State and Federal Courts against various parties, including GNB in the various cases related to the Fernley flood of January 5, 2008. The parties to this action are set

...

1 forth in the caption and have been identified in the pleadings on file in the above-  
2 captioned matter.

3         3.       Plaintiffs and various parties claim that they suffered damages  
4 resulting from the flood waters that came from the breach of the Truckee Canal on  
5 January 5, 2008.

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7         4.       Plaintiffs and various parties allege that the January 5, 2008 flood in  
8 Fernley was due to the inadequate maintenance and operation of the Canal, among  
9 other reasons. They further assert that the flood consequences were "exacerbated"  
10 by the City of Fernley and the County of Lyon because of "intentional indifference" to  
11 requiring the contractors and builders of the residential subdivision to construct  
12 infrastructure that would minimize the damage caused by flooding in the event the  
13 flood waters entered the subdivision where Plaintiffs' homes were located.

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15         5.       Plaintiffs also assert that the flood consequences were exacerbated by  
16 the "errors and omissions" in constructing various elements, including Rolling  
17 Meadows subdivision improvements, houses, Jenny's Lane crossing and the  
18 "Knuckle" at Wrangler Road and Wagon Wheel, committed by the Defendants, as  
19 well as allegations of misrepresentations made on the sale of Rolling Meadows  
20 properties.  
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22  
23         6.       GNB has also sued numerous parties as identified in the moving  
24 papers, pleadings and caption.

25         7.       Various parties have sued GNB in this and/or other actions as  
26 identified in the moving papers, pleadings, and caption on the theories of negligence,  
27 contribution and indemnity.  
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1 to calculations to which GNB was not in privy, but the sum paid is in consideration  
2 for the global settlement of all claims.

3 15. GNB actions were those of a house builder and as such were more  
4 passive than most other Defendants, thus undermining any claims for indemnity.  
5

6 16. There is no evidence or allegation that this settlement is fraudulently,  
7 collusively or tortiously aimed at injuring non-settling Defendants.

8 17. The Court grants approval for the Global Settlement Agreement.

9 18. The Court finds that the settlement agreement is made in good faith.  
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11 *DM* 19. The matter is dismissed with prejudice as to all claims against Greater  
12 Nevada Builders, Inc. and Steven F. Campoy, individually and dba Steven F. Campoy  
13 General Contracting, each party to pay their own costs and fees.

14 IT IS SO ORDERED.

15 DATED: August 4, 2011.

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17 UNITED STATES MAGISTRATE JUDGE  
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